

EXHIBIT "G"

Non-Disturbance Agreement

(Attached)

sale (Mortgagee or such purchaser(s), as the case may be, being referred to as "Purchaser"), (i) *the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not* be terminated or disturbed, except in accordance with the terms of the Lease, and (ii) Mortgagee will not join Lessee as a party defendant in any action or proceeding to foreclose the Security Agreement for the purpose of terminating the Lease. Lessee shall be bound to Purchaser, and Purchaser shall be bound to Lessee, under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Purchaser were the lessor under the Lease, provided that

- (i) Lessee is not in default, beyond the expiration of any applicable grace or notice period, under any provision of the Lease or this Agreement at the time Mortgagee exercises any such right, remedy, or privilege;
- (ii) the Lease at that time is in force and effect according to its original terms or with such amendments or modifications as Mortgagee shall have approved as provided below,
- (iii) Lessee thereafter continues to fully and punctually perform all of its obligations under the Lease without default thereunder beyond the expiration of any applicable grace or notice period, and
- (iv) Lessee attorns to Purchaser as provided below, and

(c) in the event of any foreclosure of the Security Agreement by Mortgagee, its successors or assigns, or at the request of Mortgagee at any time pursuant to the assignment of the Lease to Mortgagee, Lessee will recognize Mortgagee, its successors and assigns, as the new lessor under the Lease and will attorn to and continue to be bound by each and every term of the Lease; and upon such attornment, the Lease and the rights of Lessee shall continue in full force and effect as if it were a direct Lease between Mortgagee, or any Purchaser, and Lessee upon all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining; provided however, Mortgagee, or any Purchaser, shall not be

- (i) liable for any act or omission of any prior landlord (including Lessor) unless of a continuing nature and provided Mortgagee has received notice of such act or omission pursuant to Paragraph 5 below, or
- (ii) subject to any offsets or defenses which Lessee might have against any prior landlord (including Lessor), provided, however, Mortgagee or such Purchaser shall be bound by any offset or defense which may arise from any default of any landlord (including Lessor) which Mortgagee received notice of

and that, until such time as Mortgagee has taken possession of the Premises and exercised its rights under said Assignment, Mortgagee assumes no duty, liability or obligation whatever under the Lease, or any extension or renewal thereof, by virtue of said assignment

5. Lessee hereby (a) agrees to notify Mortgagee, its successors and assigns, in writing at the notice address set forth above for Mortgagee, or at any other address specified in writing to Lessee, of any default on the part of Lessor under the Lease, and (b) grants to Mortgagee, its successors and assigns, the right and opportunity to cure any such default within the same grace period as is given to Lessor for remedying such default, plus, in each case, an additional period of thirty (30) days after the later of (i) the expiration of such grace period, or (ii) the date on which Lessee has served notice of such default upon Mortgagee, its successors or assigns. Lessee's failure to so notify Mortgagee shall not constitute a default by Lessee, however, Lessee acknowledges that Mortgagee shall not be bound by any action taken on Lessee's behalf with respect to Lessor's default unless and until Mortgagee receives such notice and opportunity to cure such default

6 Any notice, request, demand, statement or consent made hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered by hand (by professional messenger service) or two business days after the same is mailed, by registered mail, return receipt requested, postage prepaid, or one business day after the same is sent by a nationally recognized courier service that regularly maintains records of items picked up and delivered, as follows

If to Lessee

Urban Outfitters, Inc  
5000 South Broad Street  
Philadelphia, PA 19112  
Attention: General Counsel

If to Lessor,

Green 521 Fifth Avenue, LLC  
420 Lexington Avenue  
New York, NY 10170  
Attention: Director of Leasing

If to Mortgagee

Anglo Irish Bank Corporation Limited  
Stephen Court  
18/21 St. Stephen's Green  
Dublin 2, Ireland  
Attn: Paula O'Reilly

Copy by ordinary  
first class mail to

Anglo Irish New York Corporation  
222 East 41st Street, 24th Floor  
New York, New York 10017  
Attn: Kevin Kelly, Vice President

and

Sullivan & Worcester LLP  
1290 Avenue of the Americas, 29th Floor  
New York, New York 10104  
Attn: Karen M. Kozlowski, Esq.

7 This Agreement shall be binding upon and shall inure to the benefit of Lessee and Mortgagee and their respective heirs, executors, administrators, successors and assigns, as the case may be

8 Each person executing this Agreement on behalf of Lessee, Mortgagee and Lessor, respectively, has the full power, authority and legal right to execute this Agreement on behalf of such party

9 This Agreement may not be modified, amended, changed or terminated except by an agreement in writing signed by all the parties hereto

10 This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument

11 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts or choice of laws principles

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal,  
as of the day and year first written above.

LESSEE

URBAN OUTFITTERS, INC

By. \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

LESSOR

GREEN 521 FIFTH AVENUE LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title. \_\_\_\_\_

MORTGAGEE

ANGLO IRISH BANK CORPORATION LIMITED

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title. \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF PHILADELPHIA :

ACKNOWLEDGMENT

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her individual and/or corporate capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument [LESSEE]

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

: SS

COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her individual and/or corporate capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. [LESSOR]

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
SS  
COUNTY OF \_\_\_\_\_:

ACKNOWLEDGMENT

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her individual and/or corporate capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument [MORTGAGEE]

\_\_\_\_\_  
Notary Public

EXHIBIT "H"

Initial Form of Gross Sales Statement

(Attached)

H-1



## Percentage Rent Annual Sales Statement

Property Name

Store Name

Urban -

Property Address

City/State/Zip

Landlord Name

Landlord Email

Landlord Fax

Lease Year

2009

Period	Sales Year	Gross Sales	Deductions	Net Sales
February	2009		\$0 00	
March	2009		\$0 00	
April	2009		\$0 00	
May	2009		\$0 00	
June	2009		\$0 00	
July	2009		\$0 00	
August	2009		\$0 00	
September	2009		\$0 00	
October	2009		\$0 00	
November	2009		\$0 00	
December	2009		\$0 00	
January	2010		\$0 00	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE AND CORRECT  
STATEMENT OF GROSS RECEIPTS FOR THE MONTHS SHOWN ABOVE IN ACCORDANCE WITH  
THE TERMS OF THE LEASE

BY \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_





**URBAN OUTITTERS  
& ASSOCIATES**  
ARCHITECTS & DEVELOPERS

145 BROADWAY SUITE 1000 TEL: 212 / 644-1232  
NEW YORK, NY 10013 FAX: 212 / 644-1234

**URBAN OUTITTERS**

521 8TH AVENUE  
NEW YORK, NY 10115

CONSULTANT  
POURCELOIN A.D.  
181 AVE. OF THE AMERICAS  
2ND FLOOR  
NEW YORK, NY 10013

DRAWN BY

DATE

ISSUE / DATE

PROJECT	1000 10TH	DATE	06/26/12
DESIGNER	URBAN OUTITTERS	DATE	06/26/12
REVIEWER	URBAN OUTITTERS	DATE	06/26/12
APPROVER	URBAN OUTITTERS	DATE	06/26/12
DATE	06/26/12	DATE	06/26/12

REVISION

SHEET TITLE  
STOREFRONT  
PERSPECTIVE -  
43RD STREET

SHEET NO  
R101b



EXHIBIT "I"

Conceptual Storefront Elevation

EXHIBIT "J"

UTILITIES

Water 2" cold water line serving the 2<sup>nd</sup> floor restrooms, pantry and slop sink There are additional wet columns within the space with cold water, sanitary and vents

Electric 1,600 amps (4 disconnect switches @ 400 amps each with 208 service) which shall be submetered at Landlord's cost

Phone Base building phone service available for the phone closet located on the 2<sup>nd</sup> floor in Stair C

Steam Low pressure steam in sufficient capacity to operate the existing perimeter radiators, which shall be submetered at Landlord's cost

## SCHEDULE 1

### RULES AND REGULATIONS

1. No animals (other than "guide" dogs), birds, bicycles or vehicles shall be brought into or kept in the Leased Space. The Leased Space shall not be used for manufacturing or commercial repairing or for sale or display of merchandise or as a lodging place, or for any immoral or illegal purpose, nor shall the Leased Space be used for a public stenographer or typist; barber or beauty shop, telephone, secretarial or messenger service, employment, travel or tourist agency; school or classroom, commercial document reproduction, or for any business other than specifically provided for in this Lease. Tenant shall not permit any odors, noise or vibrations to emanate from the Leased Space. Tenant shall, within ten (10) days after written notice from Landlord, install at its cost and expense, control devices or procedures to eliminate such odors, noise or vibrations (as the case or cases may be) if any. In the event such condition is not remedied within said ten (10) day period, Landlord may, at its sole discretion, either (a) cure such condition and thereafter add the reasonable cost and expense incurred by Landlord therefor to the next monthly rental to become due and Tenant shall pay said amount, as additional rent, or (b) treat such failure on the part of Tenant to eliminate such odors, noise or vibrations (as the case or cases may be) as a material default hereunder entitling Landlord to enforce any or all of the rights and remedies provided for under the terms of this lease, including but not limited to its termination. Landlord shall have the right to enter the Leased Space at any reasonable time, upon reasonable prior notice, to inspect the same and ascertain whether they are clean and free of odors, noise and vibration. In the event Landlord requires Tenant to install such control devices or procedures to eliminate such odors, noise or vibrations (as the case or cases may be) the material, size and location of such installations shall be subject to Landlord's prior written approval. Such work shall not be commenced until plans and specifications therefor have been submitted to and approved by Landlord. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall cooperate so as to prevent the same. Notwithstanding anything to the contrary set forth herein, Landlord hereby agrees that Tenant shall, at all times, be deemed to be in compliance with this Paragraph, with respect to noise transmission, if Tenant is in compliance with the terms and conditions of the "Acoustical Specifications" attached to this Lease as **Exhibit D**.

2. The toilet rooms and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no sweepings, rags, ink, chemicals or other unsuitable substances shall be thrown therein. Tenant shall not place anything out of doors, windows or skylights, or into hallways, stairways or elevators, nor place food or objects on outside window sills. Tenant shall not obstruct or cover the halls, stairways and elevators, or use them for any purpose other than ingress and egress to or from the Leased Space.

3. Tenant shall not place a load upon any floor of the Leased Space in excess of the load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, file cabinets and filing equipment in the Leased Space. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, only with Landlord's consent and in

settings approved by Landlord to control weight, vibration, noise and annoyance Smoking or carrying lighted cigars, pipes or cigarettes in the elevators of the Building is prohibited

4. Tenant shall move any heavy or bulky materials into or out of the Building and make or receive large deliveries of goods, furnishings, equipment or other items only during such hours and in such manner as Landlord shall approve and in accordance with the Rules and Regulations pertaining thereto, such approval not to be unreasonably withheld, conditioned or delayed. If any material or equipment requires special handling, Tenant shall employ only persons holding a Master Rigger's License to do such work, and all such work shall comply with all legal requirements. Landlord reserves the right to inspect all freight to be brought into the Building, and to exclude any freight which violates any rule, regulation or other provision of this Lease

5 Except in accordance with Section [13] of this Lease, no sign, advertisement, notice or thing shall be inscribed, painted or affixed on any part of the Building, without the prior written consent of Landlord.

6. No article shall be fastened to, or holes drilled or nails or screws driven into, any structural portions of the Leased Space.

7 At the termination of this Lease, Tenant shall deliver to Landlord all keys for any portion of the Leased Space or Building Before leaving the Leased Space at any time, Tenant shall close all windows and close and lock all doors

8 [Intentionally Omitted]

9 [Intentionally Omitted]

10 The use in the Leased Space of auxiliary heating devices, such as portable electric heaters, heat lamps or other devices whose principal function at the time of operation is to produce space heating, is prohibited

11 Tenant shall keep all doors from any interior Building hallway to the Leased Space closed at all times except for use during ingress to and egress from the Leased Space Tenant acknowledges that a violation of the terms of this paragraph may also constitute a violation of codes, rules or regulations of governmental authorities having or asserting jurisdiction over the Leased Space, and Tenant agrees to indemnify Landlord from any fines, penalties, claims, action or increase in fire insurance rates which might result from Tenant's violation of the terms of this paragraph

12. [Intentionally Omitted]

13 Tenant will be entitled to three (3) listings on the Building lobby directory board, without charge Any additional directory listing (if space is available), or any change in a prior listing, with the exception of a deletion, will be subject to a fourteen (\$14 00) dollar service charge, payable as Additional Rent.

14 In case of any conflict or inconsistency between any provisions of this Lease and any of the rules and regulations as originally or as hereafter adopted, the provisions of this Lease shall control